RECENT CASES.

ADVERSE POSSESSION — AGAINST WHOM TITLE MAY BE GAINED — WHETHER LANDLORD IS BARRED BY POSSESSION OF TENANT'S GRANTEE. — The plaintiff leased the premises in question for five years. The lessee soon after made a conveyance in fee to the defendant, who took possession of the property, claiming title by no right except that purported to be conferred by this deed, and remained in such possession as an exclusive owner for the full statutory period. The plaintiff had no knowledge of the lessee's disavowal of the tenancy, and brought ejectment upon notice thereof. *Held*, that under the Wisconsin statutes the defendant, having entered *bona fide* under color of title, has acquired a valid title, regardless of the relation existing between the plaintiff and the defendant's grantor. *Illinois Steel Co.* v. *Budzisz*, 119 N. W. 935 (Wis.).

Though the principal case is based on Wisconsin statutes, yet the interpretation of these statutes purports to be governed by principles of common law. The general rule is that the possession of a tenant, no matter how long continued, is not adverse, but is in subordination to the landlord's title. *Brandon* v. *Bannon*, 38 Pa. St. 63. And in England and some states no disclaimer by the tenant is sufficient to forfeit the term and make his claim adverse, unless the landlord so elects. *Doe* v. *Wells*, 10 A. & E. 427; *Jackson* v. *Davis*, 5 Cow. (N. Y.) 123. Usually, however, the tenant has power to repudiate the relation and initiate an adverse claim. *Willison* v. *Watkins*, 3 Pet. (U. S.) 43. This result is held to follow upon a positive disavowal of the owner's title, as soon as notice thereof is brought home to the owner. *Wells* v. *Sheerer*, 78 Ala. 142. The same rules apply to all persons deriving title from the tenant. Their possession is presumed to be in accordance with the title until some notorious and unequivocal act of exclusion shall have occurred. *Bradt* v. *Church*, 110 N. Y. 537; *Trustees* v. *Jennings*, 40 S. C. 168. In the principal case the landlord had no notice of his tenant's fraudulent act. It would seem, therefore, that the decision is not only unfair, but contrary to the authorities. *Bedlow* v. *N. Y. Floating Dry Dock Co.*, 112 N. Y. 263.

BANKRUPTCY — DISCHARGE — EFFECT OF COMPOSITION AGREEMENT IN EXERCISING STATUTORY CONDITION. — By statute the stockholders of a corporation were made personally liable for its debts after judgment against the corporation and petition of execution unsatisfied. A corporation filed a petition in bankruptcy, and all suits against it were restrained. The plaintiff secured an order permitting him to bring action, but before judgment a composition agreement was accepted by a majority of the creditors against the plaintiff's rights and was ratified by the court. The plaintiff thereupon discontinued his suit. He then sued the stockholders on their statutory liability. *Held*, that he can recover. *Firestone Tire Co.* v. *Agnew*, 194 N. Y. 165.

This decision overrules that of the lower court discussed in 22 HARV. L. REV. 225.

BANKRUPTCY — JURISDICTION OF FEDERAL COURTS — PROCEEDINGS IN BANKRUPTCY AND CONTROVERSIES ARISING IN BANKRUPTCY PROCEEDINGS. — A creditor filed a claim upon some promissory notes against a bankrupt estate, expressly reserving a security in the form of a mortgage. The trustee attacked both the notes and the mortgage. On appeal to the Circuit Court of Appeals the claim was admitted, but the lien disputed. *Held*, that the Circuit Court of Appeals has jurisdiction on appeal as to the validity of the lien. *Coder* v. *Arts*, U. S. Sup. Ct., Apr. 5, 1909.

Broadly speaking, all issues directly arising in the settlements of bankrupt estates, including questions between the bankrupt and his creditors and matters of administration, are "proceedings in bankruptcy." *In re Friend*, 134 Fed. 778. But independent issues arising between the trustee and adverse claimants